

FIRST AMENDMENT AND RENEWAL OF INTERLOCAL AGREEMENT FOR UTMB FORENSIC PATHOLOGY SERVICES

This First Amendment and Renewal of Interlocal Agreement for UTMB Forensic Pathology Services ("Amendment") is made and entered into by and between **The University of Texas Medical Branch at Galveston**, an institution of The University of Texas System, which is an agency of the State of Texas, for and on behalf of its Department of Pathology ("UTMB"), and **Fort Bend County, Texas** ("County"), effective August 28, 2010, regardless of the date of execution.

RECITALS

A. UTMB and County (the "parties") entered into that certain Interlocal Agreement between The University of Texas Medical Branch at Galveston and Fort Bend County for UTMB Forensic Pathology Services (the "Agreement") effective September 1, 2009, wherein UTMB agreed to provide certain medical examiner services to County as more specifically described in the Agreement.

B. UTMB and County now wish to enter into this Amendment to: (a) extend the term of the Agreement through August 31, 2011; and (b) amend and ratify the terms of the Agreement as provided herein.

AGREEMENT

For and in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. **EXTENSION OF AGREEMENT TERM.** The term of the Agreement is extended for an additional period commencing September 1, 2010, and ending August 31, 2011, unless sooner terminated as provided in the Agreement. UTMB and County agree that execution of this Amendment by both parties is effective to extend the term of the Agreement, and any other conditions for extension or renewal contained in the Agreement are hereby waived for the purpose of effecting this renewal term. Any additional extensions of the term shall be governed by the provisions of the Agreement.
2. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced by the following:
 - 2.1 **Fees and Payment.** During the term of this Agreement, the COUNTY shall pay UTMB the sum of **\$2,244.00** for each full autopsy performed and **\$740.00** for each external view autopsy performed, due and payable within thirty (30) days of receipt of invoice by COUNTY. The full autopsy fee includes the autopsy, report, toxicology screen if required, routine slides and histology, routine x-rays if required, pathologist consultation and court testimony. Any complicated, non-routine testing such as, but not limited to, non-routine toxicology, non-routine radiographic studies, trace elements and dental work, shall be charged to the COUNTY at UTMB's cost.
3. **RATIFICATION AND DEFINED TERMS.** Except as amended or modified by this

Amendment, the Agreement shall continue in full force and effect. UTMB and County each hereby ratify, affirm, and agree that the Agreement, as herein modified, represents the valid, binding, and enforceable obligations of UTMB and County, respectively. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern. Except as otherwise defined in this Amendment, each of the terms used herein shall have the same meaning assigned to such terms in the Agreement.

IN WITNESS WHEREOF, County and UTMB have caused this Amendment to be executed by their authorized representatives, effective as of the year and date first above written.


FORT BEND COUNTY

By: 

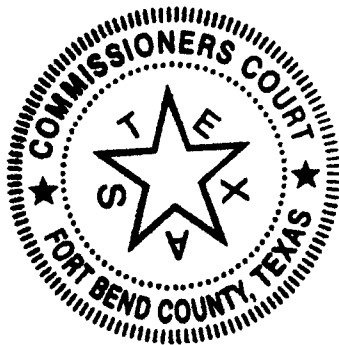
Robert E. Hebert
County Judge

Date: 11-23-2010

ATTEST:



Dianne Wilson, County Clerk



THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

By: 

William R. Elger, CPA
Executive Vice President and Chief
Business and Finance Officer

Date: 10/22/10

Content Reviewed: AS2

By: 

Rex McCallum, M.D., FACP, FACR
Vice President, Chief Physician
Executive

Date: 10/15/10

Auditor's Certificate

I hereby certify that funds are available to pay the obligations of Fort Bend County.


Ed Sturdivant, Fort Bend County Auditor